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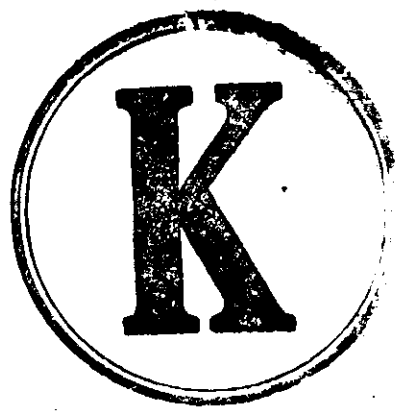

Egn Misc/57
Part III

Legal Department
E Branch

Miscellaneous Agreements

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113-E

THIS MEMORANDUM OF CONDITIONS made at the day of 1951 between the GOVERNOR OF BOMBAY (hereinafter referred to as "the Government" which expression shall, unless the context does not so admit include his successors in office and assigns) of the one part and The Karnatak HEALTH INSTITUTE, Hukeri Road, Belgaum district, as represented by its Chairman (hereinafter referred to as "the Institute" which expression shall, unless the context does not so admit include its successors and assign) of the other part.

WHEREAS the Institute has requested the Government for permission to draw water from the Gokak Canal (Nala) for drinking and domestic purposes of the staff and inmates of the Institute which the Governmenrt has agreed to do upon the terms and conditions hereinaft appearing.

NOW THESE PRESENTS WITNESS that the parties hereto have agreed mutually as follows :-

1. The pumping plant and machinery shall be ins at a suitable place on the nala below the existing of the M.S.M. Railway as suggested by the Executiv Engineer, Ghataprabha Left Bank Canal Division.

2. The Institute shall pay to Government a nomin rent of Rs. 2/- per annum for the use of Government for the Cistern, pumps, pipe lines and other appur works.

3. The Institute shall pay a consolidated water charge at a rate of Rs.11/- (Eleven) per annum for wate utilised from the notified nala, subject to the condi tion that the rate is liable to revision after giving a month's notice. No water for storage from the lake will be issued for this purpose.

4. The Institute shall not utilize the water for drinking and domestic purposes of the inmates

THIS MEMORANDUM OF CONDITIONS made at the day of 1951 between the GOVERNOR OF BOMBAY (hereinafter referred to as "the Government" which expression shall, unless the context does not so admit include his successors in office and assigns) of the one part and the Karnatak HEALTH INSTITUTE, Hukeri Road, Belgaum district, as represented by its Chairman (hereinafter referred to as "the Institute" which expression shall, unless the context does not so admit include its successors and assign) of the other part.

WHEREAS the Institute has requested the Government for permission to draw water from the Gokak Canal (Nala) for drinking and domestic purposes of the staff and inmates of the Institute which the Governmonrt has agreed to do upon the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS that the parties hereto have agreed mutually as follows :-

1. The pumping plant and machinery shall be installed at a suitable place on the nala below the existing pump of the M.S.M. Railway as suggested by the Executive Engineer, Ghataprabha Left Bank Canal Division.

2. The Institute shall pay to Government a nominal rent of Rs. 2/- per annum for the use of Government land for the Cistern, pumps, pipe lines and other appurtenant works.

3. The Institute shall pay a consolidated water charge at a rate of Rs.11/- (Eleven) per annum for water utilised from the notified nalla, subject to the condition that the rate is liable to revision after giving a month's notice. No water for storage from the lake will be issued for this purpose.

4. The Institute shall not utilize the water except for drinking and domestic purposes of the inmates

inmates and the staff of the Insitute and for gardening in the compound of the Institute. Permission for the supply of water shall be withdrawn for any unauthorised use of water.

5. The arrangements for the draw off shall be in accordance with the annexed plan. Any additions or alterations required shall be done only after obtaining prior approval of the Executive Engineer, Ghataprabha Left Bank Canal Division. No intimation of shutting off the scour sluice will be given as only percolation and nalla water is allowed to be pu The Institute shall normally draw 5000 gallons per day of 24 hours and may increase to 10000 gallons, if available with the permission of the Executive Engineer, Ghataprabha LeftBank Canal Division. If increased supply becomes necessary later, Government permission will have to be obtained.

6. Government will not be liable to pay any compensation and damage if the supply fails or has to be stopped for reasons approved by the Superintending Engineer or without previous notice.

7. The Institute shall at all reasonable times allow the officers of the P.W.D. and Revenue Department of Government of Bombay to inspect the said work and accounts of water drawals and pumping hours and to copy entries from the accounts.

8. This agreement may be terminated by either party by giving to the other party three months' notice in writing and Institute will be at liberty to remove all the structures ect. put up by them within three months from the termination

of the agreement and upon such termination the ground shall be restored to its original condition by the Institute at its own cost.

9. This agreement shall be in force for a period of three years from 1st January 1951 to 31st December 1954 on the expiry of the said period the Government may at its descrition renew the agreement for such further period as Government may deem fit.

10. All sums due and payable by the Institute under this Agreement shall be recoverable as arrears of land revenue.

In witness whereof the Executive Engineer, Ghataprabha Left Bank Canal Division has for and on behalf of the Governor of Bombay set his hand and seal of his office and the Chairman of the Governing Council, The Karnatak Health Institute has pursuant to a resolution of the Governing Vouncil dated has set his hand for and on behalf of the Institute, hereto the day and year first above written.

Signed sealed and delivered by )
Shri )
Executive Engineer, Ghataprabha )
Left Bank Canal Division in the )
presence of :- )
1. )
2. )

Signed and delivered by )
Shri )
Chairman of the Governing Council )
of the Karnatak Health Institute )
for and on behalf of the Institute )
in the presence of :- )
1. )
2. )

Legal Department.

A revised draft Agreement is appended.

2. The Agreement is chargeable with stamp duty of Rs.1-8-0 under article 5(c) of the Schedule I to the Indian Stamp Act.

Solicitor to Government.

U.R.to P.W.D.,No. 8787 dated the 5 June 1951.

MRP.
2/6.

Issued
5/6

6

Submitted after issue
Rule in Agra case 1/57

Regd
6/6

Asst Solr

6/6

A.G.N. Misc 1/57

7/6/57